

1997-98 SESSION
COMMITTEE HEARING
RECORDS

Committee Name:

Senate Committee on
Agriculture and
Environmental
Resources
(SC-AER)

Sample:

- Record of Comm. Proceedings
- 97hrAC-EdR_RCP_pt01a
- 97hrAC-EdR_RCP_pt01b
- 97hrAC-EdR_RCP_pt02

➤ Appointments ... Appt

➤

➤ Clearinghouse Rules ... CRule

➤

➤ Committee Hearings ... CH

➤

➤ Committee Reports ... CR

➤

➤ Executive Sessions ... ES

➤

➤ Hearing Records ... HR

➤ 97hr_ab0329_pt03

➤ Miscellaneous ... Misc

➤

➤ Record of Comm. Proceedings ... RCP

➤

2/16/98

WCA File Summary

9:03 am

INDEX#: 49060
RESPONDENT: Calumet Feeds & Supply Inc

Page 1

PO BOX:
STREET: 2038 Railroad Street
CITY: New Holstein STATE: WI ZIP: 53061

WCA:	Y	TYPE:	100	LOGGED:	3/02/94
C/I/V:	C	ISSUE:	200	WRITTEN:	3/28/94
EXAMINER:	PCR	RESOLUTION:	314	CLOSED:	4/19/94
		REFUND:			

SUMMARY: 49060 C questioned the balance shown on the statement received from R. In response to our letter R stated they had reached a resolution concerning the matter.

COMPLAINT QUESTIONNAIRE

State of Wisconsin
Office of Commissioner of Banking

Submit completed questionnaire to:

Consumer Credit Division
101 East Wilson Street, 5th Floor
Post Office Box 7876
Madison WI 53707-7876

Telephone:
Local Complaints (608) 266-1621
Toll Free within Wisconsin
1-800-452-3328

21

PARTY COMPLAINING			COMPLAINT AGAINST		
Name <i>KENNETH J. GREUEL</i>			Name <i>CALUMET FEEDS + SUPPLY, INC.</i>		
Address <i>NS449 EAST RIVER RD.</i>			Address <i>2038 RAILROAD STREET</i>		
City <i>CHILTON</i>	State <i>WI</i>	Zip Code <i>53014</i>	City <i>NEW HOLSTEIN</i>	State <i>WI</i>	Zip Code <i>53061</i>
Reach me by phone between 8 am-4 pm at: <i>(414) 853-7127</i>			Name of person you dealt with <i>ALAN E. CICHE</i>		
Your account number, if any: <i>ACCT # 123269</i>			Phone Number <i>(414) 898-4966</i>		
Your first contact and location of contact:			Did you sign a contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Person came to my home.	<input type="checkbox"/> I received a telephone call.				
<input checked="" type="checkbox"/> I went to place of business.	<input type="checkbox"/> I received information in the mail.				
<input type="checkbox"/> Away from place of business (Convention, at my job, etc.)	<input type="checkbox"/> I responded to a radio/TV ad.				
<input type="checkbox"/> I responded to a printed ad.					
Have you contacted the firm about your complaint?	<input checked="" type="checkbox"/> Yes — When? <i>SOMETIME IN EARLY '93</i>				
	<input type="checkbox"/> No Any action taken? _____				
Have you filed a complaint with any other agency?	<input type="checkbox"/> Yes — When? _____				
	<input checked="" type="checkbox"/> No Which agency? _____				
What action was taken by that agency?	<i>N/A</i>				
What private legal action have you taken?	<i>NONE AS OF 2-21-94</i>				

PLEASE COMPLETE THE REVERSE SIDE OF QUESTIONNAIRE

OFFICE USE ONLY



WCA _____ NCA _____ IN _____
CLOSE _____ Y _____ N _____
506 _____ Y _____
EXAMINER *Roch*
LOGGED *940302*
OCB FILE # *440100*

Briefly describe the nature of your complaint and the events in the order they happened, including specific dates and the activities or practices to which you object. Attach copies of any documents, such as a contract, advertisements, letters, etc., that may be helpful.

My complaint with Calumet Feeds concerns their billing practices; specifically, their billing statements & interest charged.

A) Billing Statement Concerns

1) Monthly statements received do not show payments towards account. (See Document A)

2) Dates for charge invoices are inaccurate. I was billed for 2 loads of feed on 11-15-91. (See Document B)

3) Calumet Feeds turned this account over to a collection agency on 8-5-93.

1) I was misrepresented as not making any payments since 7-91.

2) I was billed for the collection agency's charges & am being charged interest on this fee.

3) I am receiving billing statements from both the collection agency & Calumet feeds.

B) Interest Charged Concerns

1) Original Account Agreement (See Document C) & Debt Adjustment Agreement (See Document D) agrees to 18% annual interest

~~Your view as to a fair resolution of this matter:~~ Calumet feeds is charging interest on past interest. (See Document A)

I've sent along Document E, a letter, because it states some concerns with my account.

→ I would like to see Calumet Feeds become more accurate with their bookkeeping & to be following fair billing practices according to stated Federal laws.

The above statement is true and accurate to the best of my knowledge.

Your signature

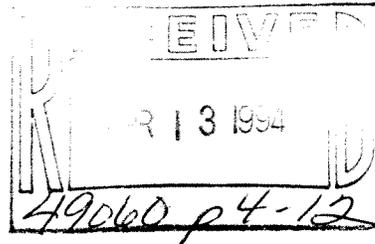
Keneth J. Burrell

Date

2-22-94



April 5, 1994



Philip C. Rozga
State of Wisconsin
Office of Commissioner of Banking
101 East Wilson St.
P.O. Box 7876
Madison, Wi. 53707-7876

Dear Mr. Rozga,

I'm responding to your letter dated March 28, 1994 about a complaint made by Mr. Ken Greuel to your department concerning my companies charge account policy and statements.

In regards to invoices 17377 and 17773 they are not duplicates. In an effort to help Mr. Greuels cash flow problem we held invoices until he was able to pay. This was for his benefit.

In regards to Mr Greuel's payment of \$2450, he was given credit for it. We operate on an open invoice computer software system and consequently our statements do not reflect actual payments made but rather invoices not yet paid.

I hope this answer's your questions. The computer software that we have been using since 1990 is called Feedmill Controller by Computer Trends. We had no part in writing this program.

This matter has also been resolved with Mr. Greuel as of April 8, 1994 after a personal meeting with Mr. Greuel and his attorney George Twohig.

Sincerely,

Handwritten signature of Alan E. Ciche

Alan E. Ciche
Calumet Feeds & Supply Inc.



State of Wisconsin • Office of Commissioner of Banking

101 East Wilson Street • 5th Floor • PO Box 7876 • Madison, Wisconsin 53707-7876 • (608) 266-1621 • FAX (608) 267-6889

March 28, 1994

Alan E. Ciche
Calument Feeds & Supply, Inc.
2308 Railroad Street
P.O. Box 164
New Holstein, WI 53061

Re: Kenneth J. Greuel
N5449 East River Road
Chilton, WI 53014
OCB File #49060

Dear Mr. Ciche:

We administer the provisions of the Wisconsin Consumer Act, Chapters 421-427 of the Wisconsin Statutes. The Act governs consumer credit transactions and the collection of consumer debt.

We received a complaint from Mr. Greuel concerning your company. According to the information we have received, Mr. Greuel signed a charge account agreement with your company on January 7, 1987. Mr. Greuel questions the charges assessed on his account. He sent us the enclosed Statement dated January 15, 1994 and Customer History Summary. He also sent a copy of the Debt Adjustment Agreement he signed on March 5, 1992.

Mr. Greuel contends he did not receive two orders of feed on November 15, 1991 (invoice #17773 and #18234). The amounts of invoice #17377 and #17773 are identical. It would appear that Mr. Greuel was billed twice for the same order. He states that it would have been impossible for him to store two loads of feed delivered on the same day.

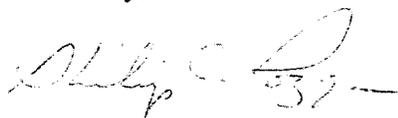
We also question the finance charges assessed on the account. The finance charges are assessed on the unpaid balances shown on the enclosed Statement. However, the Statement does not show a reduction for the payments made. As example, a \$2450 payment was made on November 18, 1991. The Statement does not reflect the payment on the unpaid balances shown between November 16 and November 20, 1991. In addition, based upon the information we have received, it is unclear how the unpaid balance of \$9362.02 was obtained as the unpaid balance on the Debt Adjustment Agreement.

Ciche:#49060
March 28, 1994
Page 2

Mr. Greuel also stated he is receiving monthly statements both from your company and a collection agency. In addition, \$75 in collection charges have been added to the account. Those charges were not authorized by any agreement.

We realize there may be differing views with respect to the facts in any dispute. Consequently, we request your written comments concerning Mr. Greuel's allegations within 15 days.

Sincerely,

A handwritten signature in cursive script, appearing to read "Philip C. Rozga".

Philip C. Rozga

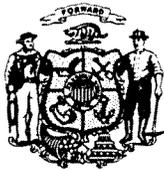
Examiner

PCR:kph

Enclosures

cc: Kenneth Greuel

Tommy G. Thompson
Governor



Richard L. Dean
Commissioner

James O. Huff
Deputy Commissioner

State of Wisconsin • Office of Commissioner of Banking

101 East Wilson Street • 5th Floor • PO Box 7876 • Madison, Wisconsin 53707-7876 • (608) 266-1821 • FAX (608) 267-6889

April 20, 1994

Kenneth J. Greuel
N5449 East River Road
Chilton, WI 53014

Re: Calumet Feeds & Supply, Inc.
OCB File #49060

Dear Mr. Greuel:

Enclosed is a copy of the response we received from Calumet Feeds & Supply, Inc.

If the matter has not been resolved as indicated, I would appreciate your letting me know within 15 days.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Philip C. Rozga'.

Philip C. Rozga
Examiner
PCR:kph
Enclosure

CHARGE ACCOUNT AGREEMENT

I agree that the following terms will govern any purchases made or authorized by me which are charged to this account:

1. I will pay the cash price (including taxes) of goods charged to this account together with applicable FINANCE CHARGES.
2. The FINANCE CHARGE shall be determined by applying a periodic rate of 1.5% per month (ANNUAL PERCENTAGE RATE is 18%).
3. *Balance on which FINANCE CHARGE is Computed.* The FINANCE CHARGE will be computed upon the adjusted balance of the account which shall be the previous balance at the beginning of the billing cycle less all payments, credits and refunds during the billing cycle.
4. *Minimum Amount Due.* Within 25 days of the closing date I will pay the new balance or minimum amount due which shall be the greater of \$100.00 or 1/12th of the previous balance. If the new balance is less than the \$100.00 minimum, the minimum amount due shall be the new balance. If I pay the new balance within 25 days of the closing date I will not be assessed a finance charge in the succeeding billing cycle.
5. *Default.* If I default by failing to pay the minimum amount due when due on two occasions within any twelve month period, and I do not cure the default within 15 days of written notice of default in accordance with applicable law, my entire balance may, at your option, become due and payable. Your waiver of any default shall not operate as a waiver of any other default.
6. *Application of Payments.* Each payment shall be applied first to unpaid FINANCE CHARGES; then, as to merchandise and services purchased on different dates, the first purchased shall be deemed the first paid; as to merchandise and services purchased on the same date, the lowest priced shall be deemed the first paid.
7. All parties agree that this account is governed by the provisions of the Wisconsin Consumer Act, as amended, and the creditor may amend the terms of this account upon notice to the customer in accordance with the applicable law.

DATED

1-7-87

Accepted:

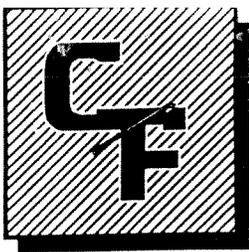
Herbert A. Brunel #132
Customer's Signature

By CALUMET FEEDS & SUPPLY, INC.
Creditor

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

(This form a service of Wis. Feed, Seed & Farm Supply Assn.)



CALUMET FEEDS & SUPPLY, INC.

2308 RAILROAD STREET • P.O. BOX 164
 NEW HOLSTEIN WISCONSIN 53061
 PHONE (414) 898-4966

Account # Date
 123269 01/15/94

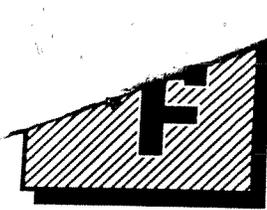
TO:

\$ _____ Amount Remitted

GREUEL, KENNETH
 N5449 E. RIVER ROAD
 CHILTON, WI 53014

Date	INV. #	Description	Amount	Balance
09/30/91	16540	Change to Account	185.14	185.14
10/09/91	16947	Change to Account	784.40	969.54
10/15/91	17237	Finance Charge	89.25	1058.79
10/18/91	17377	Change to Account	803.65	1772.44
11/15/91	17773	Change to Account	803.65	2576.09
11/15/91	18234	Change to Account	777.82	3353.91
11/16/91	18570	Finance Charge	101.67	3455.58
11/20/91	18751	Change to Account	803.06	4258.64
11/29/91	19061	Change to Account	803.34	5061.98
12/09/91	19497	Change to Account	812.67	5874.65
12/15/91	19802	Finance Charge	100.70	5975.35
01/15/92	21044	Finance Charge	140.02	6115.37
02/15/92	22226	Finance Charge	138.37	6253.74
03/15/92	23256	Finance Charge	140.45	6394.19
04/15/92	24616	Finance Charge	142.55	6536.74
05/15/92	26221	Finance Charge	144.69	6681.43
06/15/92	27603	Finance Charge	134.86	6816.29
07/15/92	28953	Finance Charge	124.88	6941.17
08/15/92	30196	Finance Charge	114.76	7055.93
09/15/92	31449	Finance Charge	116.48	7172.41
10/15/92	32599	Finance Charge	113.48	7285.89
11/14/92	33744	Finance Charge	115.23	7401.12
12/15/92	34950	Finance Charge	118.66	7519.78
01/15/93	36078	Finance Charge	120.44	7640.22
02/15/93	37039	Finance Charge	122.24	7762.46
03/15/93	37994	Finance Charge	122.24	7884.70
04/16/93	39127	Finance Charge	122.09	8006.79
05/15/93	40477	Finance Charge	122.09	8128.88
06/15/93	41748	Finance Charge	123.88	8252.76
07/15/93	42855	Finance Charge	125.74	8378.50
08/05/93	43599	Change to Account	75.00	8453.50

Current 30 Days 60 Days 90 Days Over 120 Amount Due



CALUMET FEEDS & SUPPLY, INC.

2308 RAILROAD STREET • P.O. BOX 164
NEW HOLSTEIN WISCONSIN 53061
PHONE (414) 898-4966

Account # Date
123269 01/15/94

TO:

\$ _____ Amount Remitted

GREUEL, KENNETH
N5449 E. RIVER ROAD
CHILTON, WI 53014

Date	INV. #	Description	Amount	Balance
08/15/93	43944	Finance Charge	125.67	8578.97
09/15/93	45156	Finance Charge	128.68	8707.65
10/15/93	46304	Finance Charge	130.61	8838.26
11/15/93	47442	Finance Charge	132.57	8970.83
12/15/93	48537	Finance Charge	134.56	9105.39
01/15/94	49598	Finance Charge	136.58	9241.97

CALUMET FEEDS & SUPPLY, INC.

Current	30 Days	60 Days	90 Days	Over 120	Amount Due
136.58	134.56	132.57	130.61	8707.65	9241.97

HAPPY NEW YEAR!!

UNITED STATES DEPARTMENT OF AGRICULTURE
FARMERS HOME ADMINISTRATION

STATE	Wisconsin
COUNTY	Calumet
CASE NO.	58-08-398-68-7430

DEBT ADJUSTMENT AGREEMENT

1. THIS AGREEMENT is made on March 5, 1992, by
Calumet Feed, of New Holstein
(Name) (Address)
 (hereinafter called the "Creditor"), and Ken Greuel
(Name)
 of Kiel (hereinafter called the "Debtor").
(Address)

2. The Creditor hereby agrees, in consideration of a similar agreement(s) by one or more other creditors of the Debtor, ~~or in consideration of a loan to be made to the Debtor by~~ and the debtor receiving 1951-S servicing Action by FmHA to permit an adjustment, as follows:

A. Reamortization, extension, reduction or suspension of payments for a stated period or other rearrangement of repayment terms as indicated below:
 2½ year repayment schedule with payments fo \$4,000.00 per year, until present balance is paid in full.

Interest Rate should be 18 % per year on the unpaid balance.

B. Acceptance of \$ March 5, 1992 - 9362.⁰² in full and complete settlement of any and all existing claims against the Debtor, whether matured or not, to be paid in the amount(s), and planned to be paid on the approximate date(s) and from the source(s) indicated below:

3. The Debtor agrees to pay his indebtedness in the manner indicated in paragraph 2 above.

4. The Debtor and the Creditor represent that no agreement or understanding has been made by the terms of which the Debtor will pay or the Creditor will receive any additional sum beyond the sum set forth above, and the Creditor promises that he will not, at any time or in any manner attempt to collect any additional payment.

[Signature]
 Witness to Creditor's Signature

[Signature]
 Witness to Debtor's Signature

[Signature] (SEAL)
 Creditor

[Signature] (SEAL)
 Debtor

Document #

CHARGE FEES
I ALSO REQUEST THIS
REMOVED

=====
==== Customer History Summary =====
=====

GREUEL, KENNETH

07/01/91 TO 08/17/93

Inv. #	Date	Total	Payments on Account	Sale Type	Balance Due
12831	07/02/91	787.20	0.00	Charge	0.00
13154	07/11/91	0.00	34.38	Check	
13201	07/12/91	767.33	0.00	Charge	0.00
13333	07/15/91	64.46	0.00	Fin Chg	0.00
13584	07/22/91	781.30	0.00	Charge	0.00
13946	07/30/91	758.26	0.00	Charge	0.00
13966	07/30/91	0.00	1000.00	Check	
14207	08/06/91	773.36	0.00	Charge	0.00
14656	08/15/91	97.58	0.00	Fin Chg	0.00
14710	08/16/91	772.74	0.00	Charge	0.00
14778	08/19/91	0.00	2500.00	Check	
14996	08/23/91	787.67	0.00	Charge	0.00
15260	08/30/91	772.47	0.00	Charge	0.00
15608	09/09/91	759.78	0.00	Charge	0.00
15778	09/12/91	11.20	0.00	Cash	
15866	09/15/91	107.83	0.00	Fin Chg	0.00
16131	09/20/91	772.45	0.00	Charge	0.00
16156	09/20/91	14.93	0.00	Charge	0.00
16253	09/23/91	0.00	3000.00	Check	
16540	09/30/91	815.76	0.00	Charge	85.14
16732	10/03/91	11.20	0.00	Cash	
16947	10/09/91	784.40	0.00	Charge	784.40
17237	10/15/91	99.25	0.00	Fin Chg	99.25
17377	10/18/91	803.65	0.00	Charge	803.65
17633	10/25/91	0.00			
17773	11/15/91	803.65	0.00	Charge	803.65
18234	11/15/91	777.82	0.00	Charge	777.82
18570	11/16/91	101.67	0.00	Fin Chg	101.67
18638	11/18/91	0.00			
18751	11/20/91	803.06	0.00	Charge	803.06
19061	11/29/91	803.34	0.00	Charge	803.34
19497	12/09/91	812.47	0.00	Charge	812.47
19802	12/15/91	100.70	0.00	Fin Chg	100.70
21044	01/15/92	140.02	0.00	Fin Chg	140.02
21681	01/31/92	0.00			
22226	02/15/92	138.37	0.00	Fin Chg	138.37
23256	03/15/92	140.45	0.00	Fin Chg	140.45
24616	04/15/92	142.55	0.00	Fin Chg	142.55
26221	05/15/92	144.69	0.00	Fin Chg	144.69

Ken -
these invoice
have been
paid for.



GREUEL, KENNETH

07/01/91 TO 08/17/93

Inv. #	Date	Total	Payments on Account	Sale Type	Balance Due
3402	05/20/92	0.00	300.00	Fin Chg	
7603	06/15/92	134.86	0.00	Fin Chg	134.86
8334	06/30/92	0.00	300.00	Fin Chg	
8953	07/15/92	124.88	0.00	Fin Chg	124.88
9609	07/31/92	0.00	300.00	Fin Chg	
10196	08/15/92	114.76	0.00	Fin Chg	114.76
1449	09/15/92	116.48	0.00	Fin Chg	116.48
1838	09/25/92	0.00	200.00	Fin Chg	
1599	10/15/92	113.48	0.00	Fin Chg	113.48
3744	11/14/92	115.23	0.00	Fin Chg	115.23
4950	12/15/92	118.66	0.00	Fin Chg	118.66
6078	01/15/93	120.44	0.00	Fin Chg	120.44
7039	02/15/93	122.24	0.00	Fin Chg	122.24
7723	03/08/93	0.00	122.24	Fin Chg	
7994	03/15/93	122.24	0.00	Fin Chg	122.24
8748	04/05/93	0.00	132.24	Fin Chg	
8127	04/16/93	122.09	0.00	Fin Chg	122.09
8477	05/15/93	122.09	0.00	Fin Chg	122.09
8498	06/09/93	0.00	125.00	Fin Chg	
8748	06/15/93	123.88	0.00	Fin Chg	123.88
8855	07/15/93	125.74	0.00	Fin Chg	125.74
8599	08/05/93	75.00	0.00	Charge	75.00
8759	08/10/93	0.00	130.00	Fin Chg	
8944	08/15/93	125.67	0.00	Fin Chg	125.67
Customer Total-		17349.35			

Kenneth & Joanne Greuel
N5449 East River Road
Chilton, WI 53014-9387
(414) 853-7127

LETTER FROM
Commercial Account

Document E

September 28, 1993

National Revenue Corporation
P.O. Box 27128
Columbus, OH 43227

RE: Calumet Feed & Supply
#009347N0000005 NT MCS
Page 1 of 2

Dear Chris,

As discussed during today's phone conversation, I have enclosed the summary of the Kenneth Greuel account which was sent to us by Calumet Feed & Supply.

I would like to mention the following facts pertaining to the account:

- According to this summary, as of 9/23/91 the balance due was zero.
- Feed charges to account after 9/23/91 total \$6404.15
- Payments made since 9/23/91 total \$8134.48
- All feed charges included in this summary total \$14,151.64
- All payments included total \$14,668.86
- Invoices #17773 & #18234 are dated for the same day
- We DID NOT order 2 loads of feed for 11/15/91
- The first letter sent from your corporation to Kenneth Greuel was dated 8/13/93
- Since 8/13/93 we have received 2 billing statements from Calumet Feed & Supply with additional finance charges totaling \$254.35
- The account was billed \$75.00 fee for your collection services which we did not agree to pay & interest is being charged on this amount also.

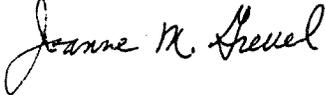
RE: Calumet Feed & Supply
#009347N00000005 NT MCS
Page 2 of 2

As was stated in earlier phone conversations, Calumet Feeds had entered into a written agreement with Kenneth Greuel and Farmer's Home Administration which promised payment in full after a certain period of time. Since this period of time has not expired; and yet, Calumet Feeds has employed your corporation's services, are we to assume that Calumet Feeds deems the written agreement null and void? If so, Ken and I feel that Calumet Feed & Supply has received all monies due to them for past grain purchases, as we never agreed to pay any finance charge claims made by them.

Ken and I await your reply as we would like to have this situation resolved.

Sincerely,

Joanne Greuel



Enclosure.

RH
5/11/94

<u>Date</u>	<u>Payment Amount</u>	<u>Sale or Charges</u>	<u>Balance</u>		
			<u>Finance Charge Computed on</u>	<u>Finance Charge</u>	<u>Unpaid Balance</u>
6/15/93					8,381.56
7/15/93			8,381.56	125.73	8,507.29
8/05/93		75.00			8,582.29
8/10/93	130.00				8,452.29
8/15/93			8,378.00*	125.67	8,577.96
9/15/93			8,577.96	128.68	8,706.64
10/15/93			8,706.64	130.61	8,837.25
11/15/93			8,837.25	132.57	8,969.82
12/15/93			8,969.82	134.56	9,104.38
1/15/94			9,104.38	136.58	9,240.96
Total	3,109.48	75.00		2,913.42	

9362.02
+ 75.00
+ 2,913.42
12,350.44
- 3,109.48
9,240.96

RH
5/11/94

<u>Date</u>	<u>Payment Amount</u>	<u>Sales or Charges</u>	<u>Finance Charge Computed On</u>	<u>Finance Charge</u>	<u>Unpaid Balance</u>
3/5/92					\$ 9,362.02
3/15/92			9,362.02	140.45	9,502.47
4/15/92			9,502.47	142.55	9,645.02
5/15/92			9,645.02	144.69	9,789.71
5/20/92	800.00				8,989.71
6/15/92			8,989.71	134.86	9,124.57
6/30/92	800.00				8,324.57
7/15/92			8,324.57	124.88	8,449.45
7/31/92	800.00				7,649.45
8/15/92			7,649.45	114.76	7,764.21
9/15/92			7,764.21	116.48	7,880.69
9/25/92	200.00				7,680.69
10/15/92			7,564.21*	113.48	7,794.17
11/14/92			7,680.69*	115.23	7,909.40
12/15/92			7,909.40	118.66	8,028.06
1/15/93			8,028.06	120.44	8,148.50
2/15/93			8,148.50	122.24	8,270.74
3/08/93	122.24				8,148.50
3/15/93			8,148.50	122.24	8,270.74
4/5/93	132.24				8,138.50
4/16/93			8,270.74	122.09	8,260.59
5/15/93			8,270.74*	122.09	8,382.68
6/9/93	125.00				8,257.68
6/15/93			8,257.68	123.88	8,381.56

Tommy G. Thompson
Governor



Richard L. Dean
Commissioner

James O. Huff
Deputy Commissioner

State of Wisconsin • Office of Commissioner of Banking

101 East Wilson Street • 5th Floor • PO Box 7876 • Madison, Wisconsin 53707-7876 • (608) 266-1621 • FAX (608) 267-6889

May 16, 1994

Ken Greuel
Riverwood Acres
N5449 East River Road
Chilton, WI 53014-9387

Re: Calumet Feeds & Supply, Inc.
OCB File #49060

Dear Mr. Greuel:

This will confirm our May 12, 1994 telephone conversation concerning your complaint against Calumet Feeds & Supply, Inc. I informed you that, according to our calculations, the unpaid balance shown on the January 15, 1994 statement is accurate.

I am enclosing a copy of our examiner's computations.

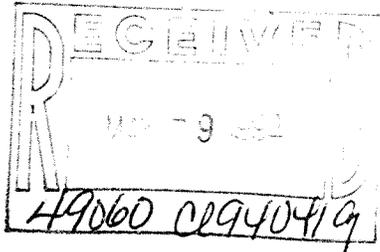
In the event you have any questions or comments, do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script that reads "Philip C. Rozga".

Philip C. Rozga
Examiner

PCR:kph
Enclosure



1-2-94

Dear Mr. Roygo,

The matter between Calumet Feeds and Ken French has not been resolved. My offer of \$100 per month for 12 months and Cal Feeds offer of \$200 per month for 24 months have not been accepted by either side.

Cal Feeds claim that invoices were held to help my cash flow are a result of their program used for billing not a result of personal choice. This program also automatically charges compounded interest and does not accurately reflect payment. My attorney George Twoshig of 102 N Madison Chilton WI 53018 has advised them to discontinue its use.

Thank you,
Kenneth French
(414) 853-7127

2/16/98

WCA File Summary

9:02 am

INDEX#: 77850
RESPONDENT: Columbus Fall River Co-op Oil Company

Page 1

PO BOX: 164
STREET: 501 Park Avenue
CITY: Columbus STATE: WI ZIP: 53925

WCA:	Y	TYPE:	100	LOGGED:	3/25/96
C/I/V:	V	ISSUE:	253 285	WRITTEN:	4/04/96
EXAMINER:	PCR	RESOLUTION:	300	CLOSED:	7/16/96
		REFUND:			

SUMMARY: 77850 Rs credit agreement did not comply with the Truth In Lending Act. We notified R of the changes needed to bring the contract into compliance.



March 17, 1996

Dear Mr. Rozga,

Thank you for talking to me on Wed.
March 13. I've included copies of the
credit agreement that our oil coop would
like us to sign. Please advise me
if they have filed the correct papers
with your office and also given us
correct notification for open end credit.

Please feel free to call me at
work or home, or to send a letter, whichever
is easiest for you.

Thank you for your help.

Sincerely,

Laura J. Larson

W4483 Hwy DG

Fall River, WI 53932

(414) 484-6117 - Home

(608) 825-1646 - Work



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April 4, 1996

Columbus-Fall River Co-op Oil Company
501 Park Avenue
P.O. Box 164
Columbus, WI 53925

Re: OCB File 77850

This Office administers the provisions of the Wisconsin Consumer Act, Chapters 421-427 of the Wisconsin Statutes. The Act governs consumer credit transactions and the collection of consumer debt.

One of your patrons has sent us a copy of the enclosed Credit Extension Agreement, and has questioned whether it complies with the requirements of the Wisconsin Consumer Act. The patron asked that we notify you if there is a problem.

We have the following comments concerning the agreement:

1. The Wisconsin Consumer Act incorporates the disclosure requirements of the federal Truth In Lending Act (TILA). A provision in item 1 of the agreement conflicts with the TILA. In your agreement, a patron is responsible to make a payment notwithstanding failure to receive a billing statement. Under §226.13 of Regulation Z, TILA, it is a billing error if the merchant fails to mail or deliver a billing statement to a customer's last known address in an open-end credit plan.
2. There is no provision in your agreement for changing the terms of the plan if you should choose to do so in the future.
3. Your agreement should contain the notice of the customer's rights to claims and defenses required by the Federal Trade Commission regulation and the notice concerning billing errors required by Regulation Z. I have enclosed general information on starting an open-end credit plan. The sample copy of the Charge Account Agreement (Exhibit 2) contains the required disclosures.

We were not sent a copy of the credit application, if one is used by your company. The document enclosed provides information on the disclosures which must be supplied with the application to comply with §422.308 of the WCA, and the marital property agreement notice required by §766.56(2) of the Wisconsin Statutes.

Tommy G. Thompson
Governor



Richard L. Dean
Commissioner

James O. Huff
Deputy Commissioner

State of Wisconsin • Office of Commissioner of Banking

101 East Wilson Street • 5th Floor • PO Box 7876 • Madison, Wisconsin 53707-7876 • (608) 266-1621 • FAX (608) 267-6889

May 28, 1996

Columbus-Fall River Co-op Oil Company
501 Park Avenue
P.O. Box 164
Columbus, WI 53925

Re: OCB File 77850

We have no record of receiving your response to our April 4, 1996 letter. A copy of that letter is attached for your reference.

Your attention to this matter is appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Philip C. Rozga".

Philip C. Rozga
Compliance Officer

PCR:kph
Attachment